

SALE AND PURCHASE AGREEMENT

VAPOUR DENSITY N/A
FLOATABILITY /WATER SINKS AND MIXES
MOLECULAR WEIGHT 60.065

2 **ORIGIN:**

Ukraine, Russia, Romania, Italy or Other at the Seller's Choice.

3 **DESTINATION / PRODUCT DISCHARGE:**

The destination shall be: CIF Puerto Villeta – Ceregral SAECA - Paraguay

4 **PRODUCT DELIVERY:**

Buyer shall take delivery of the Product at the Ceregral SAECA bonded warehouse at Puerto Villeta Paraguay once the terms and conditions of the "Convenio de Administracion de Warrants y Cobranza" attached hereto as Exhibit A, have been satisfied.

5. **PRODUCT WEIGHT AND QUALITY:**

The Seller guarantees that each shipment of The Product shall be provided with an inspector certificate of weight and quality at time of loading and such certificate shall be provided by Société Générale de Surveillance (Hereinafter referred to as "SGS") or similar recognized authority approved in writing by the Buyer at the Seller's expense, and shall be deemed final. The Seller shall instruct said authority to carry out the inspection in strict accordance with the International Chamber of Commerce (I.C.C.) Rules & Regulations.

The Buyer shall, if desired, and at his own expense have the right to arrange an additional inspection at Port of Loading to confirm loading. If discrepancies should at any time and in any particular case, result in relation to the inspection certificate (s) issued at the Port of Loading and Destination, it is hereby agreed that arbitration shall be employed to determine the appropriate judgment. Both parties agree to be bound by the arbitrator's decision for or against either Buyer or Seller.

6. **QUANTITY:**

25,000 MT (Twenty Five Thousand) Metric Tons (+/- 5 %)

7. **PACKING:**

The product is to be packed in net 50 Kg. (Fifty kilograms) new Polypropylene bags with polyethylene lining. The bags have a combined tare of 140 grams and are sufficient to ensure the safe arrival of product to destination. 30 bags packed in a slingbag of 1500kg

8. **PRICE PER METRIC TON:**

Price per Metric Ton of The Product shall be \$ 380.- (three hundred and eighty) per metric ton.

9. **CONTRACT VALUE:** The quantity of product sold in this contract has been given the value of **US\$ 9,500,000.- +/- 5%** (nine million five hundred thousand US Dollars plus or minus 5%), being 25,000 metric tons (+/- 5%).

Initials Seller

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PLAS-61 S.A.
Initials Buyer
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Plas-61

SALE AND PURCHASE AGREEMENT

10. **PAYMENT TERMS:**

Payment shall be in accordance with the terms, conditions and procedures set out in the "Convenio de Administracion de Warrants y Cobranza" attached hereto as Exhibit A

11. **FORCE MAJEURE:**

Neither party to this contract shall be held responsible for breach of contract caused by an Act of God, Insurrection, Civil War, War, Military operation or local emergency. The parties do hereby accept the international provision of "Force Majeure" as published by the International Chamber of Commerce, Geneva, Switzerland, and as defined by I.C.C. Rules Uniform Customs and Practice.

12. **DISPUTES AND ARBITRATION:**

If any dispute arises, the two parties agree to try their utmost to solve it by friendly negotiation. If the dispute proves impossible to settle, all disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of The International Chamber Of Commerce. The disputed matter will be subject to Arbitration by an Arbitrator in Paris, France under ICC Rules and Regulations. The losing party will pay the Arbitration fee. It is understood that in the event of dispute or arbitration, English shall prevail. The award of the Arbitrator shall be final and binding for both parties.

13. **AUTHORITY TO EXECUTE THIS CONTRACT:**

The parties to this contract declare that they have full authority to execute this document and accordingly to be fully bound by the terms and conditions.

14. **EXECUTION OF THIS CONTRACT:**

This contract may be executed simultaneously in two or more counterparts via telex or facsimile transmission, each of which shall be deemed as originals and legally binding.

16. **GOVERNING LAW:**

This contract shall be governed, and interpreted in accordance with the laws of the State of Florida, U.S.A. and to the extent applicable to Exhibit A attached and forming part hereto the Law of the Republic of Paraguay.

16. **LANGUAGE USED:**

The English language shall be used in all documentation and communication relating to this contract, including legal proceedings

17. **ASSIGNMENT:**

This agreement is not assignable or transferable by either party, without prior written permission of the buyer and any approved assignment shall be subject to such transfer being strictly required for the general performance of this contract.

Initials Seller

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PLASTILEX S.A.

Initials Buyer

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Plas-62

SALE AND PURCHASE AGREEMENT

18. **NON-CIRCUMVENTION AND NON-DISCLOSURE:**

The parties accept and agree to the provisions of the International Chamber of Commerce, Geneva, Switzerland for non-circumvention and non-disclosure with regards to all and everyone of the parties involved in this transaction and contract, additions, renewals, and third party assignments, with full reciprocation for a period of (3) three years from the date of execution of this contract.

19. **CONTRACT TERM**

This contract shall come into force and effect on the date of signature by the Buyer and shall be in effect for the length of period that would expressly be required to deliver the total quantity of 25,000 Metric Tons or additional tonnage as may be ordered by the Buyer within 60 days of delivery.

20. **BREACH OF CONTRACT AND TERMINATION**

In the event of a breach of any term of this contract the defaulting party shall be given a reasonable period in which to rectify the said breach. If the defaulting party fails to rectify the breach, the aggrieved party shall be entitled to cancel the contract and claim damages for losses and/or expenses suffered. Consequential losses shall be specifically excluded from this contract.

21. **OTHER MISCELLANEOUS TERMS AND CONDITIONS**

The Buyer confirms that their funds are good clean, cleared, unencumbered, legitimately earned funds from legal sources.

The Parties agree that time is of the essence in relation to this contract and shall promptly and efficiently attend to their respective undertakings and responsibilities.

The Parties acknowledge that they have read this agreement, they have fully understood the terms and conditions contained herein, and by attaching their initial and signature hereto have unconditionally agreed to be bound hereto as of the date noted herein.

Once executed, any changes hereto must be mutually agreed and confirmed by the parties in writing.

Start and End date will be determined by Date of Signature of the contract by the Parties.

This agreement may be signed in one or more counterparts and the Parties agree that facsimile/email copies of this agreement to be considered as a legal original and signatures thereon shall be legal and binding agreement.

Initials Seller

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PLASTITEX S.A.

Initials Buyer

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SALE AND PURCHASE AGREEMENT

The Parties herein have read and understand the Terms & Conditions contained herein while reserved the rights to legal representation and waving such rights, the Parties have executed this agreement on this 20th day January of 2009

For and on Behalf of Seller:

Initials Seller: 
Initials Buyer:

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Initials Seller

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Initials Buyer

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SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement (hereinafter "Agreement") has been made and entered into on this 20th day of January 2009 by and between Green Pampas Inc. (hereinafter "Seller") represented by Mr. Pablo Antoniazzi; and Plasitex S.A. (hereinafter "Buyer") represented by Mr. Jose Mussa; collectively "the Parties".

WHEREAS:

The Parties, each with full corporate authority, certify, represent and warrant that each can fulfill the requirements of this agreement and respectively provide the products and the funds referred to herein, in time and under the terms agreed to hereafter; and;

The Seller hereby agrees and makes an irrevocable firm contract to sell and deliver AGRICULTURAL PRILLED UREA N46% TO GOST 2081-92B Cost, Insurance and Freight (CIF) Incoterms 2000; and;

The Buyer hereby agrees and makes an irrevocable firm contract to purchase AGRICULTURAL PRILLED UREA 46% TO GOST 2081-92B Cost, Insurance and Freight Puerto Vileta - Ceregral SAECA - Paraguay; and;

The Parties agree to finalize and execute this contract under the terms and conditions hereinafter set forth:

NOW THEREFORE:

In consideration of the mutual promises, agreements, terms and conditions of this agreement, assertions and covenants herein and other good and valuable considerations, the receipt of which is acknowledged hereby, the parties hereto mutually and voluntarily agree as follows:

TERMS AND CONDITIONS:

- 1 **PRODUCT:**
 UREA CARBAMIDE, CARBONYLDIAMIDE, AGRICULTURAL GRADE, PRILLED GOST 2081-92, MARK "B"
 NITROGEN 46 % MIN
 MOISTURE 0.5 % to 0.30% MAX BY METHOD DRYING
 FREE AMMONIA 160 PXT, PPM MAX
 BIURET 1.0% MAX
 FREE FLOWIN 100% ANTICAKING TREATED, FREE FROM HARMFUL SUBSTANCES PRILLED
 MELTING POINT 132.7 DEGREES CELSIUS
 GRANULATION 1 MM - 4 MM - MIN 90 - 94% minimum less 1 mm max 3%
 COLOUR UREA WHITE FOAM, ODOURLESS OR SLIGHT AMMONIA ODOUR
 ODOUR TRESHOLD NOT AVAILABLE
 BOILING POINT DECOMPOSES BEFORE BOILING
 HAZARDOUS INGREDIENTS NONE ACCORDING TO CONTROLLED PRODUCT REGULATIONS
 UREA 100%
 RADIOACTIVITY NONE
 PHYSICAL STATE SOLID @ 20 CAND 101KPS, WHITE GRANULES
 SPECIFIC GRAVITY SOLID AT 20 C - 1.335 T/M3

Initials Seller



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Initials Buyer

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SALE AND PURCHASE AGREEMENT

VAPOUR DENSITY N/A
 FLOATABILITY WATER SINKS AND MIXES
 MOLECULAR WEIGHT 80.065

2. **ORIGIN:**
Ukraine, Russia, Romania, Italy or Other at the Seller's Choice.
3. **DESTINATION / PRODUCT DISCHARGE:**
The destination shall be: CIF Puerto Vileta - Ceregral SAECA - Paraguay
4. **PRODUCT DELIVERY:**
Buyer shall take delivery of the Product at the Ceregral SAECA bonded warehouse at Puerto Vileta Paraguay once the terms and conditions of the "Convenio de Administracion de Warrants y Cobranza" attached hereto as Exhibit A, have been satisfied.
5. **PRODUCT WEIGHT AND QUALITY:**
The Seller guarantees that each shipment of The Product shall be provided with an inspection certificate of weight and quality at time of loading and such certificate shall be provided by Société Générale de Surveillance (Hereinafter referred to as "SGS") or similar recognized authority approved in writing by the Buyer at the Seller's expense, and shall be deemed final. The Seller shall instruct said authority to carry out the inspection in strict accordance with the International Chamber of Commerce (I.C.C.) Rules & Regulations.

The Buyer shall, if desired, and at his own expense have the right to arrange an additional inspection at Port of Loading to confirm loading. If discrepancies should at any time and in any particular case, result in relation to the inspection certificate (s) issued at the Port of Loading and Destination, it is hereby agreed that arbitration shall be employed to determine the appropriate judgment. Both parties agree to be bound by the arbitrator's decision for or against either Buyer or Seller. The parties shall apply rules of Arbitration applicable to the laws of South Africa at Buyer's election.
6. **QUANTITY:**
25,000 MT (Twenty Five Thousand) Metric Tons (+/- 5 %)
7. **PACKING:**
The product is to be packed in net 50 Kg. (Fifty kilograms) new Polypropylene bags with polyethylene lining. The bags have a combined tare of 140 grams and are sufficient to ensure the safe arrival of product to destination. 30 bags packed in a slingbag of 1500kg
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Initials Seller



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Initials Buyer

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SALE AND PURCHASE AGREEMENT**10. PAYMENT TERMS:**

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The parties to this contract declare that they have full authority to execute this document and accordingly to be fully bound by the terms and conditions.

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 Initials Seller

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p. 4

SALE AND PURCHASE AGREEMENT**18. NON-CIRCUMVENTION AND NON-DISCLOSURE:**

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The Parties acknowledge that they have read this agreement, they have fully understood the terms and conditions contained herein, and by attaching their initial and signature hereto have unconditionally agreed to be bound hereto as of the date noted herein.

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 Initials Seller

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Initials Buyer

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GBH FAX

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p. 5

SALE AND PURCHASE AGREEMENT

The Parties herein have read and understand the Terms & Conditions contained herein while reserved the rights to legal representation and waving such rights, the Parties have executed this agreement on this 20th day January of 2009

For and on Behalf of Seller:


MARIO S. ANTONIO

For and Behalf of Buyer:

Initials Seller

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Initials Buyer

CONTRATO DE ADMINISTRACIÓN DE WARRANTS Y ALMACENAMIENTO DE PRODUCTOS

En el día de la fecha, 29 de enero de 2009, se celebra el presente contrato de emisión de Certificados de Depósito y Warrant y Almacenamiento de productos, entre Plastitex S.A., representada por el Sr. José Mussa y Ceregral S.A.E.C.A., representada por el Sr. Jorge Fleitas Dogarín, que se regirá por las siguientes cláusulas y condiciones:

1ª Las partes, con plena autoridad corporativa, certifican, declaran y garantizan que pueden cumplir con los requisitos del presente contrato, en las condiciones y los plazos establecidos en el presente contrato.

2ª Plastitex S.A., contrata, a Ceregral S.A.E.C.A., para la Emisión de Certificados de depósito y de Warrant, así como, de Almacenamiento de productos, que serán originados, de conformidad con lo establecido en el contrato de compra venta, suscrito en fecha 20 de enero de 2009, entre Plastitex S.A. y Green Pampas Inc., cuya copia constituye el anexo A de este contrato.

3ª Ceregral S.A.E.C.A., recibirá en sus depósitos de la ciudad de Villeta, en zona primaria de Aduanas, República del Paraguay, la mercadería detallada en el anexo A, que será nacionalizada e introducida a la República del Paraguay, por la empresa Plastitex S.A.

4ª Plastitex S.A., se obliga a pagar a Ceregral S.A.E.C.A., por cada mes anticipado, una tasa de 0,25 %, sobre el valor CIF de la mercadería recibida en los depósitos de Ceregral S.A.E.C.A., de Villeta en zona primaria de Aduanas, en concepto de remuneración por el servicio de emisión de certificados de depósito y de warrant.

5ª Plastitex S.A., se obliga a pagar a Ceregral S.A.E.C.A., por cada mes anticipado, tres Dólares Americanos (US\$ 3) por cada metro cúbico de mercadería almacenada en los depósitos de Villeta en zona primaria de Aduanas, en concepto de remuneración por el servicio de almacenamiento.

6ª Las partes establecen a los efectos de lo establecido en este contrato el siguiente procedimiento:

Recepción de mercaderías:

- a) Plastitex S.A., se obliga a convenir con Green Pampas Inc., la remisión de la mercadería con destino a los depósitos de Ceregral S.A.E.C.A., ubicados en el puerto de Villeta (zona primaria de Aduanas).
- b) Ceregral S.A.E.C.A., se obliga a recibir la mercadería enviada, por Green Pampas Inc., en sus depósitos ubicados en el puerto de Villeta (zona primaria de Aduanas) y a emitir un certificado de depósito y de warrant, sobre la mercadería recibida, a la orden de Plastitex S.A., de conformidad con las instrucciones recibidas para ese efecto de Green Pampas Inc. y de Plastitex S.A.




PLASTITEX S.A.
JOSE MARIA MUSSA
APODERADO

- c) Plastitex S.A., se obliga a endosar los certificados de depósito y warrant emitidos por Ceregral S.A.E.C.A., a la orden de Green Pampas Inc., que serán entregados a Green Pampas y/o a un apoderado designado por dicha empresa.-

Entrega de mercaderías:

- a) Plastitex S.A., deberá solicitar a Green Pampas y esta a Ceregral S.A.E.C.A., la liberación parcial y/o total de las mercaderías, para cuyo efecto Plastitex S.A., deberá cumplir con todas las exigencias de Green Pampas Inc. y obtener de esta la autorización de liberación correspondiente.-
- b) Green Pampas, deberá indicar a Ceregral S.A.E.C.A., el volumen de la mercadería a liberar y a entregar a Plastitex S.A., y las condiciones exigidas para ese efecto.-
- c) Ceregral S.A.E.C.A., deberá verificar previamente la validez de la autorización de Green Pampas.-
- d) Plastitex S.A., deberá despachar la mercadería liberada por Green Pampas Inc., a los efectos de poder retirarla de la zona primaria de Aduanas y de los depósitos de Ceregral S.A.E.C.A.-
- e) Ceregral S.A.E.C.A., deberá entregar el volumen de mercadería autorizado y liberado por Green Pampas Inc., luego de concluido el despacho de la mercadería por parte de Plastitex S.A. y de recibidos la documentación correspondiente (despacho aduanero) y los certificados de despacho, certificado de depósito y warrant para su correspondiente cancelación.-

CASOS DE FUERZA MAYOR:

Ninguna de las partes del presente contrato será responsable del incumplimiento del presente contrato por causas debidas a catástrofes naturales, insurrección, guerra civil, operación policial y/o militar y/o emergencia local y/o nacional.-

JURISDICCIÓN:

Para resolver cualquier diferencia y discrepancia entre las partes emergente de este contrato las partes se someten a la jurisdicción de los Tribunales de la ciudad de Asunción, capital de la República del Paraguay.-

AUTORIDAD PARA CELEBRAR EL CONTRATO:

Las partes declaran que tienen plena autoridad para celebrar el presente contrato y que al mismo tiempo quedan obligadas en los términos y condiciones establecidos en el mismo.-

FIRMA DEL PRESENTE CONTRATO:

El presente contrato puede ser firmado de manera simultánea, en dos o más copias, vías telex y/o fax, y cada una de las copias será considerada como original y obligará legalmente a las partes.-



PLASTITEX S.A.
JOSE MARIA MUSSA
APODERADO

LEGISLACION APLICABLE:

El presente contrato se registrará y se interpretará según lo establecido en las leyes de la República del Paraguay.

IDIOMA:

El idioma Español, se utilizará para todos los documentos y comunicaciones relativos al presente contrato, incluyendo los procesos judiciales.

CESIÓN:

El presente contrato no podrá ser cedido ni transferido por ninguna de las partes sin el permiso previo y por escrito de la otra y en su caso cualquier cesión aprobada se realizará en el único y específico caso de que dicha transferencia sea estrictamente necesaria para su cumplimiento.

CONFIDENCIALIDAD:

Las partes aceptan y acuerdan guardar confidencialidad con respecto a todas y cada una de las partes integrantes de esta transacción y del presente contrato, sus adiciones, renovaciones, modificaciones y cesiones a terceros, con plena reciprocidad por un periodo de cinco (5) años de la fecha de su suscripción.

VIGENCIA DEL CONTRATO:

El presente contrato entrará en vigor el día de su firma y permanecerá en vigencia hasta su cumplimiento y finalización.

INCUMPLIMIENTO Y CANCELACIÓN DEL CONTRATO:

En el caso de incumplimiento de cualquier término del presente contrato se deberá dar la parte que lo incumpla un periodo de tiempo razonable durante el cual pueda rectificar dicho incumplimiento que no podrá ser mayor de noventa (90) días.

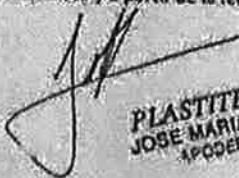
Si la parte que lo incumple no rectificara el incumplimiento dentro del plazo mencionado, la parte afectada tendrá derecho a cancelar y/o rescindir el presente contrato y presentar una demanda por pérdidas y/o gastos incurridos a cargo de la parte que incurrió en incumplimiento.

TERMINOS Y CONDICIONES VARIAS:

Las partes están de acuerdo que el plazo establecido para el cumplimiento de este contrato es esencial y que cumplirán con sus respectivos compromisos y responsabilidades sin demoras y eficientemente.

Las partes declaran haber leído el presente contrato y que entienden todos sus términos y condiciones contenidos en el mismo y que al suscribirlo, han aceptado incondicionalmente las obligaciones a sus respectivos cargos expresadas en el presente contrato y a partir de la fecha establecida en el mismo.




PLASTITEX S.A.
JOSE MARIA MUSSA
APODERADO

Una vez firmado el presente contrato cualquier cambio deberá realizarse de común acuerdo y mediante confirmación escrita suscrita por las partes.-

La fecha de inicio y de terminación del presente contrato quedará determinada por la fecha en que las partes firman el presente contrato.-

Este contrato podrá ser firmado en una o más copias y las partes aceptan que las copias del mismo provenientes de transmisión de fax o e-mail serán consideradas como originales legales y que las firmas contenidas en dichas copias serán legales y vinculantes.-

Los abajo firmantes declaran que han leído y que entienden los términos y condiciones del mismo y en virtud de los derechos de representación legal que los acreditan las suscriben a los 29 días del mes de enero de 2009.-


PLASTITEX S.A.
JOSE MARIA MUSGA
APODERADO


Lic. Jorge Fleitas Begarín
Presidente
CEREGRAL SAECA